



# FIRST TIME HOMEBUYER ASSISTANCE PROGRAM

*City of Killeen*

*Community Development Division*

*HOME Investment Partnership Program*

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# ***WELCOME HOME!***



Using Home Investment Partnership (HOME) Program funds, provided by the U.S. Department of Housing and Urban Development ( HUD), the City of Killeen has designed a housing assistance program that will enable low to moderate-income individuals and or families to own their own home– the City of Killeen First Time Homebuyer Assistance Program (HAP).

HAP funds are allocated on a first-come first serve basis, through a formal application process. The program provides first time homebuyers with necessary purchase assistance for down payment, closing costs, and gap financing. The program and assistance is available to Individuals, families, and households earning 80% or less of the Area Median Income (AMI) for the Killeen area, with eligibility based upon current and anticipated annual income of all persons that will occupy the home as their primary residence. Purchases must be within the corporate city limits of Killeen.

Key Program requirements include: attending 8 hours of homebuyer education classes; qualifying for a mortgage loan with a HAP approved lender; contributing a minimum of \$500 toward the purchase of the home; confirming mortgage lender required repairs are complete; and occupying the home for the duration of the affordability period.



## ***WHERE DOES THE FUNDING COME FROM?***

*Congress appropriates funds to be administered by HUD, for a variety of established programs that provide annual grants on a formula basis to entitled cities, urban counties and state for development of viable urban communities by providing decent housing and a suitable living environment , and by expanding economic opportunities, principally for the low- and moderate- income persons.*

*Certain trends and statistics point to an increased, not decreased, need for affordable housing. HUD's definition of affordability is for a household to pay no more than 30% of its annual income on housing. Families that pay more than 30% of their income for housing are considered cost burdened and may have difficulty affording necessities such as food, clothing, transportation, and medical care.*

*The expansion of the supply of affordable housing for low-income families is at the very core of HUD's mission. HUD's Office of Affordable Housing Programs ( OHAP) bring federal resources directly to the state and local level for use in the development of affordable housing units, or to assist income-eligible households in purchasing , rehabilitating, or renting safe and decent housing. The HOME Program helps expand the supply of decent, affordable housing for low and very low-income families by providing grants to States and local governments called participating jurisdictions (PJs)*

*Since 1996, the City of Killeen has received federal funding from HUD through the HOME investment Partnership Act [HOME] Program, as a participating jurisdiction. These funds are administered out of the Community Development Division office who has great deal of flexibility in designing the local HOME program activities and is responsible for using the HOME grant to fund housing programs to meet local needs and priorities, within the guidelines established by the HOME program statute and final rule*

*(24 CFR Part92)*

## *Consider these things and make your own decision...*



### **IS HOMEOWNERSHIP RIGHT FOR YOU?**

Buying a home is the largest purchase most people will ever make! Homeownership has great benefits but also comes with certain responsibilities. Let's check to see if you are ready for homeownership.

Look at your current situation and determine if:

- You have a steady, reliable source of income and/or steady employment history for the past two years.
- You have a credit history and credit score.
- Your total debt is manageable to afford the costs associated with homeownership.
- In addition to the requested \$500 commitment to be used towards earnest money, home inspection and pre-pays, you must also have \$500 saved for costs associated with moving to your own home (i.e. utilities, deposits, moving expenses, etc).
- Next, think about your future plans and things that might affect your ability to manage the costs of homeownership.
- Consider what changes you may need to make to your current lifestyle.
- Consider the costs of a growing family.
- Consider whether your family plans might include a wedding, college education, or caring for an elderly person.

Most importantly, remember that homeownership come with budgeting for items such as repairs. Maintenance, taxes, landscaping, etc.

Finally, look at the pros and cons for homeownership and make the best decision for you and your family.

#### **Advantages**

You will have a place that is your own!

You may pay less than you would rent.

Your monthly payment doesn't go up if you choose a fixed rate mortgage.

You will build equity—the single greatest source of financial security and independence for the majority of people who have taken this step!

#### **Risks of homeownership**

It is more difficult to downsize to a smaller home.

You may need to sell due to life circumstances.

You become your own landlord and will have to pay for the repairs/replacements.

Property values may depreciate due to condition of your home and homes in the area

Monthly housing expenses can increase through property taxes and homeowner's insurance.

Be honest with yourself. Look at your financial picture realistically, once you fully understand your situation, your future plans, and how homeownership fills the big picture, make the best decision for you and your family.



## What does this program require?...

### PROGRAM REQUIREMENTS

To be eligible to participate in HAP, all buyers must be “first time homebuyers”...an individual, family or a household looking to buy their first home within the corporate city limits of Killeen.

Buyers must meet the following criteria in order to make an application for the program:

1. buyer(s) must be Legal Residents/Citizens of the United States.<sup>1</sup>
2. Buyer(s) must meet credit eligibility requirements and be able to qualify for a mortgage loan through one of the HAP participating mortgage lenders. HAP funds cannot be used to pay for lender required debt relief. (Sub-prime Lending is not permitted in this program).<sup>2</sup>
3. the buyer(s) cannot have owned a home [including mobile home] or property in the three (3) years.

### Additionally, participation and assistance requires that:

4. the house payment cannot exceed **30%** of the buyer's calculated gross monthly income.
5. the buyer(s) contribute a minimum of **\$500** towards the purchase of the home. *Contribution of funds can be for earnest money deposited with the title company or “closing agent: at the time of contract for sale is written, inspection and/or testing costs, etc”<sup>4</sup>*
6. the buyer(s) attend an eight (8) hours of homebuyer education classes—**5 hours prior to application and 3 hours within 90 days of purchasing the home.**
7. buyer(s) must be represented by a State licensed real estate agent/broker who has been trained in the Program—a HAP certified Agent/Broker within the last **2 years**
8. the buyer(s) occupy the home as primary residence for the required affordability period.<sup>3</sup>  
*The HAP assistance is secured with a Deed of Trust and a Promissory Note as a lien against the home.*
9. participate in the Annual Verification of primary residence.

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<sup>1</sup> All members of the household are required to be those who are lawfully present in the United States. An “alien not lawfully present in the United States” means an alien who is not “lawfully present” as defined in 8 CFR 103.12 and includes: (1) An alien present in the United States who has not been admitted or paroled into the United States pursuant to the Immigration and Nationality Act and whose stay in the United States has not been authorized by the United States Attorney General, and (2) An alien who is present in the United States after the expiration period of stay authorized by the United States Attorney General or who otherwise violates the terms and conditions of admission, parole or authorization to stay in the United States.

<sup>2</sup> Community Development Division-HAP does not loan money to purchase the house. Sub-prime Lending is considered as mortgage loans that were not written or rated as an “A” paper.

<sup>3</sup> The period of affordability is directly related to the total amount of: (a) down payment, closing costs, gap financing assistance. The number of required years will be a minimum of 5 years for totals less than \$15,000.

<sup>4</sup> When buyer(s) has assets exceeding \$5,000 they will be required to contribute an amount up to a maximum of \$3,000 to be used toward the purchase of the home before HAP funds will be allowed to be used.



*This means that the buyer(s) are living in and maintaining the house as their primary residence [this is confirmed by signature and return of the verification card each year in the month of June]*

In the event that the house is sold during the affordability period, a pro rated amount of the assistance [actual number of months of primary occupancy vs. the total number of months obligated under the affordability period] must be repaid to the City of Killeen Community Development Division HOME Program. Once the City receives payment a lien release will be filed. In the event that the house is not sold and the required affordability period is completed, the City of Killeen will release the lien on the property.

In the event of non-compliance with the affordability period [failure to occupy the house as a primary residence<sup>5</sup>] the buyer(s) will be responsible for repaying the HAP assistance to the City of Killen HOME Program on a prorated basis. *If repayment of the assistance is required, the buyer(s) must make the payment, due in full, within 30 days of notice from the program.*

***Since you have made your decision, Let's get started!***

### **HOW CAN I QUALIFY FOR THE PROGRAM?**

Qualify for assistance through the City of Killeen First Time Homebuyer Assistance Program (HAP) is governed by regulations administered by the U.S. Department of Housing and Urban Development (HUD) and is based on two primary factors; the "total" household members, and the annual (gross) income<sup>6</sup> received by those members.

A household member is considered to be one who will reside/live in the house as their primary residence.<sup>7</sup>

***When determining the number of household members, DO NOT COUNT any of the following as household members, nor any income received from them:***

- ⇒ ***Foster Children***
- ⇒ ***Live in aids and children of live-in aids***
- ⇒ ***Unborn children***
- ⇒ ***Children being pursued for legal custody or adoption, which are not currently residing at home<sup>8</sup>***

The buyer's gross annual income for the next 12 months cannot exceed 80% of the Area Median Income as determined by the U.S. Department of Housing and Urban Development (HUD).

Annual Income as defined by 24 CFR Part 5 is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

- ***ALL income to the household, current and anticipated, from the persons who will occupy the home as their primary residence, unless specifically excluded, will be considered to determine the applicant(s) eligibility to participate in HAP.***
- ***Any real property owned by participant(s) will be included in the income calculations based upon its income potential.***

<sup>5</sup> Rental or leasing of the unit, at any time during the affordability period constitutes non-compliance, triggering repayment of a pro-rated amount of assistance under the following calculation— Total months required by affordability period minus actual number of months occupied equals the prorated [number] months for required repayment of assistance

<sup>6</sup> The annual income definition found at 24 CFR Part 5 is used by a variety of Federal programs including Section 8, public housing and the Low-Income Housing Tax Credit Program. Annual income is used to determine program eligibility and, in some programs, the level of assistance the household will receive.

<sup>7</sup> Primary Residence is defined as "residency exceeding 21 calendar days from the date of arrival".

<sup>8</sup> A child that is subject to a shared-custody agreement in which the child resides with households at least 50 percent of the time will be counted as a household member.

- **Co-borrowers/Co-mortgagors will not be permitted.**

**Applicants are required to disclose all sources and amounts of income received regardless whether or not it is to be considered basis for repayment of the primary mortgage loan.**

- Wages (Bonuses and Commissions)
- Salaries (including Overtime Pay)
- Tips
- Child Support\*
- Taxable Interest
- Dividends
- IRA Distributions
- Pensions
- Annuities
- SSI/Social Security, Disability
- Unemployment Compensation
- Other income such as: Medical & Prescription expenses, Benefits, Public Assistance, Recurring Cash Contributions, and Assets received on a regular basis

*\*Court Ordered Child Support must be disclosed and verified regardless of receipt of payment*

**Applicants are required to disclose all sources and amounts of income received regardless whether or not it is to be considered basis for repayment of the primary mortgage loan.**

For participation in HAP, use of the chart below to determine income eligibility by first identifying the number of persons in the household then the gross amount of income received based on the list above. If the household income is equal to or less than the amount listed for the total household members, the household could be eligible to participate in the program.<sup>9</sup>

#### **VERIFICATION OF ANNUAL HOUSEHOLD INCOME AS USED TO DETERMINE PROGRAM ELIGIBILITY**

In the event that the household members are required to file separate income tax (i.e., not considered a dependent of the head of household, an individual that cannot be claimed as a dependent of the head of household or has annual earnings that require that the person to file a separate tax return) the City of Killeen First Time Homebuyer Assistance Program (HAP) will require a copy of the annual tax return for each filing individual.

HOME Program Income Limits – effective February 9, 2012 MSA Killeen/Temple/Fort Hood, TEXAS								
ELIGIBLE AMOUNT OF PROGRAM ASSIS- TANCE	# PERSONS IN HOUSEHOLD / MAX ANNUAL INCOME							
	1	2	3	4	5	6	7	8
<b>up to \$14,500 0-60% AMI</b>	\$23,820	\$27,240	\$30,660	\$34,020	\$36,780	\$39,480	\$42,240	\$44,940
<b>up to \$10,000 ≥ 60-80% AMI</b>	\$31,750	\$36,300	\$40,850	\$45,350	\$49,000	\$52,650	\$56,250	\$59,900

<sup>9</sup> A complete application and verifying documents must be reviewed and approved by the City of Killeen Community Development Division Staff.

## *How do I know how much HAP will provide?...*

### ALLOCATION OF FUNDS AND TIME ALLOTMENT FOR EXPENDITURE

Upon a determination of eligibility to participate in the program, the Community Development Division office will issue a Preliminary Approval Letter indicating that a HAP allocation will be set aside in the qualifying applicant(s) name. This letter will be sent to:

- The Buyer by U.S. Mail\*
- The Mortgage Lender by fax\*
- The Buyer's Real Estate Agent/Broker by fax\*

The approval letter will indicate the expiration date of the allocation. The date will be a total of 120 days, which commences on the date the application packet is approved and an allocation is set aside. The transfer of property [purchase and close on the loan] must be completed within the 120-day period; in the event that the property is not transferred to the applicant/buyer(s) may reapply to the program, which required the application process to be followed again, and the submission of a new application and income documentation.

**\*If you have not received an Income and Eligibility Approval letter from the City of Killeen Community Development Division Office...  
Then you have not been approved to receive assistance through this program.**

## *What will HAP pay for?...*

### AMOUNT OF ASSISTANCE AND ELIGIBLE USES

The City of Killeen will provide the buyer(s) with **purchase assistance** funds—down payment, closing costs, and gap financing assistance necessary to close the loan and purchase the home. The purchase assistance amount total will be secured as a second lien against the property with a deed of trust and promissory note.

### ELIGIBLE USES OF PURCHASE ASSISTANCE

HAP funds for purchase assistance can be used for **Closing Costs and Prepaid items, Down Payment, and Gap Financing**, necessary to make the home affordable for the buyer(s), with the following limitations:

#### **1. Closing Costs and Prepaid Items:**

HAP can be used to pay for the buyer(s) customary closing costs. All of the following closing costs are eligible for financing, in some degree, through HAP:

- |                         |   |
|-------------------------|---|
| • Application fee       | • Attorney's fees                                   |
| • Loan origination fee  | • 1 year home warranty—residential service contract |
| • Underwriting fee      | • Document preparation fee                          |
| • Title insurance       | • Discount points                                   |
| • Title search          | • Settlement/closing or escrow fee                  |
| • Credit report fee     | • Hazard insurance*                                 |
| • Courier fee           | • Property tax*                                     |
| • Appraisal fee         | • Interest*   |
| • Lender inspection fee | • Pest inspection (wood destroying insects)*        |
| • Survey fee            |   |
| • Recording fee         |   |

### **\* Limitations on Closing Costs and Prepaid Items:**

- ⇒ 30 days interest
- ⇒ 14 months hazard insurance
- ⇒ Three (3) months property taxes
- ⇒ \$100 for a Pest Inspection

### **2. Down Payment:**

The minimum amount required by the financing program (i.e., FHA); FHA 3.5%, the maximum allowance for down payment for a conventional loan is 5%

### **3. Gap Financing:**

Gap Financing is available to all participants.<sup>10</sup> Gap Financing is not to be used as a cushion factor to make the loan more appealing to the buyer(s) and/or the participating lender. In most cases, Gap Financing is used to cover the “gap” or difference between the amount of the loan the buyer can afford and the price of the selected house.

Gap Financing is funding used when the price of the home selected has a purchase price that exceeds the applicant’s “buying capacity” or when the buy-down of the interest rate will enable the buyer to make the purchase.

Gap Financing can only be used for the following purposes:

- Assist in providing the difference between the sales price and the maximum loan the buyer can afford provided that the selected house has a minimum appraisal equal to the amount of the contracted sales price. Gap funds cannot be used to buy down the price of the house to meet the appraised value.
- Assist in buying down the interest rate enabling the buyer to meet the maximum PITI established making the mortgage payment affordable to the buyer(s).

**Under no circumstances will the City of Killeen over subsidize assistance provide to a buyer. The program only provides what is necessary to close the loan.**

### **ELIGIBLE USES**

In order to preserve the number of safe and affordable homes available to low and moderate income buyers, homes purchased through the City of Killeen First Time Homebuyer Assistance Program must meet specific guidelines and criteria, ensuring the home is decent, safe, and structurally sound. Those requirements and minimum standards outlined in **The Community Development Division Housing Guideline**. The City of Killeen Housing Specialist will inspect for the minimum property standards acceptable to this program. The City of Killeen First Time Homebuyer Assistance Program will not pay for the repairs to bring the home up to the minimum property standards.

*The City of Killeen Community Development Division Housing Guideline was developed to ensure that dwellings being purchased through the program meet minimum standards for the accessible parts, components, and systems typically found in improvements to real property.*

#### **1. Home Inspection**

Each home assisted, with the City of Killeen HOME Program funds, will be inspected by a Texas Real Estate Commission licensed inspector (TREC) at the buyer’s expense. The inspection includes such areas as the overall condition of the main support structure, major mechanical systems, proper electrical and plumbing/drainage service, and other items that may affect the dwelling and the health and safety of the future occupants. The inspector’s report will identify those items recognized as “**in need of repair**” or “**deficiency**”. Repairs will be negotiated with seller.

<sup>10</sup> All requests for Gap Financing MUST be submitted on the HAP F-2 form at the time the formal Application packet is submitted for approval by the HAP office with confirmation of Gap Financing figures prior to issuance of the Final Funding Approval by HAP.

**In addition to the home inspection performed by a licensed TREC inspector, the Community Development Housing Specialist will also perform a code inspection to ensure that the home meets the International Property Maintenance Code adopted by the City of Killeen.**

If required by the home inspector, the buyer will need to make advance payment to the inspector/inspection company, for the cost of the home inspection. *Prepayment of this inspection fee may be counted toward the buyer's minimum commitment of \$500.*

## **2. Lead Paint Hazards Inspection**

All homes assisted through HAP and built prior to 1978 are required to have a lead based paint (LBP) test. The LBP test will identify present levels<sup>11</sup> of lead [if any] in the house. In the event that unacceptable levels of lead paint hazards are identified, stabilization, abatement/reduction, and clearance testing<sup>11</sup> must be performed in accordance with the regulating authorities. HAP **will not** pay for costs associated with testing, stabilization, abatement /reduction [with the cure life of a minimum of twenty (20) years or more], and clearance testing. Assistance will not be provided for buyers purchasing homes pre 1978 that test positive for lead. If the buyer chooses to buy a home built prior to 1978 the buyer and/or seller incurs the cost of testing, stabilization, abatement/reduction and clearance testing.

If required by the lead paint inspector, the buyer will need to make an advance payment [in secure funds], to the inspector/inspection company, for the cost of the lead paint hazards inspection. *Prepayment of this inspection fee may be counted toward the buyer's commitment of \$500.*

## ***Where do I get a loan to buy the house?...***

### **USE A PARTICIPATING MORTGAGE LENDER**

Now that you have decided to purchase your first home, it is important that you work with an approved mortgage lending institution (mortgage lender) that will help you secure the loan for your new home. In general, contacting multiple mortgage lender will not provide you with "more buying power". Your monthly income and your monthly debt (how much you earn and how much you pay out to creditors) will determine the amount of money you can borrow to purchase a house. The First Time Homebuyer Assistance Program has established a partnership with local lending institutions that are certified and familiar with the HAP program requirements.

When contacting a participating lender, be sure to schedule an appointment for a "loan app" when qualifying for a mortgage loan. You will need basic information about your household income and expenses, including the most recent pay stub from your employer, statement from Social Security/SSI, Retirement, Disability, and any other income that will be used to determine your ability to repay the mortgage loan. This will also include bank statements and most recent income tax return. (This is not an all-inclusive list and additional documents may be required.) Most participating lenders require a fee paid at this time to cover the cost of the credit report.

There are 13 local lending institutions that participate in the HAP program, as listed in the table on page 14. You may contact them directly with questions and qualifying for your loan.

<sup>11</sup> Levels of lead based paint are regulated by the U.S. Department of Housing and Urban Development, the Home Investment Partnerships Act, 24 CFR Part 35 Subpart K, and the Texas Department of Health.

<sup>12</sup> Testing/ abatement/ clearance testing may only be conducted by licensees of the Texas Department of Health.

## APPROVED LENDERS:

AGENCY	TELEPHONE
<b>SWBC Mortgage Corporation (Formerly New South Federal Savings Bank)</b> 310 W. Centex Expwy, Ste. 5 Killeen, TX 76541	254-634-2822
<b>City Bank Mortgage</b> 2210 E. Centex Expwy, #105 Killeen, TX 76543	254-634-8886
<b>Extraco Mortgage</b> 100 W Centex Expway Harker Heights, TX 76548	254-200-3600
<b>First Community Mortgage</b> 2102 S. WS Young, #1 Killeen, TX 76543	254-526-5100
<b>First Community Mortgage</b> 100 W Central Texas Expressway Ste 300 Harker Heights, TX 76548	254-690-3765
<b>First Community Mortgage</b> 2025 Memory Lane Suite 300 Harker Heights, TX 76548	254-680-6144
<b>First State Home Loan</b> 302 Millers Crossing, Suite 11 Harker Heights, TX 76548	254-953-3800
<b>Wells Fargo Home Mortgage</b> 3210 E Central Texas Expwy, #403 Killeen, TX 76543	254-526-0761
<b>Cornerstone Mortgage Company</b> 3207 E. Stan Schlueter Loop Killeen, TX 76542	254-519-0730
<b>U.S. Bank</b> 439 E. Centex Expwy Ste. B Harker Heights, TX 76548	254-698-1490
<b>National Bank</b> 4103 E Centex Expwy Killeen, TX 76542	254-690-2205
<b>Fairway Independent Mortgage Corporation</b> 101 W. Knights Way Ste. F Harker Heights, TX 76548	254-449-8246
<b>DHI Mortgage</b> 2305 Birdcreek Terrace Temple, TX 76502	254-773-7395



Once approved, the mortgage lender should issue the buyer(s) a “commitment letter” guaranteeing a loan approval<sup>13</sup> amount [maximum amount of loan allowed for the purchase].

*In the event the buyer(s) decides to change mortgage lenders/companies, the buyer(s) **MUST IMMEDIATELY NOTIFY** the HOME Program office. The transaction is halted until the buyer(s) provides a **COPY** of the new loan application, mortgage analysis/qualifying worksheet and good faith estimate to the HOME Program office.*

## ***Now, it is time to find a real estate professional...***

### **CHOOSING A HAP CERTIFIED REAL ESTATE PROFESSIONAL**

The purchase of a home is one of the largest purchases in your lifetime, it is important that you choose a Real Estate Professional that is right for you.

A caring, patient person who is HAP certified and familiar with the First Time Homebuyer Program is the key to a successful, uncomplicated quest of finding the home that accommodates you and your family’s immediate needs. This person is the one who has vast knowledge of the various types and sizes of homes on the market; who are familiar with several types of loan programs, and who can answer questions first time homebuyers often have. The state of Texas requires an agent or broker to be licensed and trained in buying and selling property, and also requires continuous updates to their education of Real Estate laws and practices for the state of Texas.

The City of Killeen conducts a Real Estate Professional Certification Class for licensed agents/brokers that want to help you find your first home. Upon completion of the HAP certification class, all participating agent/brokers are awarded a certificate of completion, acknowledging certification in the HAP program. These professionals are knowledgeable and will assist you in finding a home that meets the program guidelines. Before you look for a home, prepare and submit your HAP application. You can learn about this step in the “HAP Application Process” section.

***All HAP buyers must be represented by a state licensed and HAP certified real estate agent or broker. Contact a local real estate office and ask how to work with a City of Killeen First Time Homebuyer Assistance Program Certified Real Estate Agent or Broker.***

## ***It is time to submit the HAP application!...***

### **HAP APPLICATION PROCESS**

To determine program eligibility, buyers must submit a formal application packet. You will do this after you are qualified for a mortgage loan and receive a commitment letter from one of the participating lenders.

The application packet consists of several documents— some provided as forms from this booklet, some from the mortgage lender and finally, some items that the buyer(s) must provide from their personal documents or records. *See the APPLICATION section of this manual for a complete list of forms, documents, etc. that are necessary to determine applicant eligibility.*

Once you have completed the forms and gathered all of the required documents, contact the Community Development Division office to **schedule an appointment** to turn in your application packet. Please— call prior to coming to the office as “walk ins” are not permitted.

During the appointment, Staff will briefly review the packet to ensure that the entire minimum required documents are present. If the application packet is incomplete, the entire packet will be returned to the buyer(s) along with instructions on what documents are missing, and where those documents can be obtained.

<sup>13</sup> Loan approval and commitment by approving mortgage lender is subject to the lending institution’s underwriting criteria including changes to income and/or debt obligations of the buyer(s).

Once the additional/missing documents are obtained, the buyer(s) will need to contact the HOME program office to re-schedule an appointment to turn in the packet. It is imperative that the buyer(s) submit a complete application packet to ensure immediate processing and allocation of the limited funds.

After a complete packet is received, the Community Development Division Staff will thoroughly review the documents and determine whether the applicant(s) meet the eligibility criteria of the program.

In general, the review is complete within 72 hours (excluding weekends and holidays) from the time the completed packet is submitted however, in some instances, the applicant(s) may be asked to confirm certain circumstances within the household. This confirmation may include providing the program with additional documentation necessary to confirm program eligibility.

#### **RELATIVE ISSUES FROM OTHER ASSISTANCE PROGRAMS...**

*There are numerous homebuyer assistance programs available offering a variety of assistance to first time buyers (i.e. State of Texas Department of Housing and Community Affairs [TDHCA]) periodically offers a mortgage loan program that is made available through the sale of tax-exempt bonds with the proceeds being provided, to income eligible households, as a reduced Interest rate mortgage loan to first time homebuyers. TDHCA also has a program that provides down payment and closing cost assistance.*

*Buyers, however, may use the “bond mortgage” program offered through the state or local housing finance corporation in conjunction with the HAP assistance.*

### ***It is time to find a house and write a purchase contract...***

#### **ELIGIBLE HOUSES, ENTERING INTO A CONTRACT, AND CONTRACT REQUIREMENTS**

All homebuyers will be required to find an eligible house and enter into a purchase agreement contract with the seller to buy that home. Here is how that process works...

Most types of homes in the Killeen area are considered **eligible houses**. These homes can be existing or new as long as the home meets the following required criteria:

1. Every house assisted by HAP must be located within the corporate city limits of Killeen.
2. Every house must be a single family, detached, conventional construction dwelling ONLY. Modular, Mobile, and Manufactured housing is not allowed. *Since the Community Development Division, the City of Killeen, or HAP does not act in the capacity of a real estate agent or broker, the buyer(s) must rely on a Real Estate agent to assist in identifying available houses in the local real estate market.*

The City of Killeen may provide HAP funds to assist the buyer(s) in the purchase of a house being leased, under the following conditions:

- ◇ The buyer and tenant are the same, or
  - ◇ Prior to leasing and occupying the property, the current tenant must have been provided with written notification of the possible sale of the property AND that relocation assistance will not be provided (Required to be in written form from the Property Owner to the Tenant).
3. All houses must be inspected by a licensed independent home inspector [of buyer's choice] and meet specific housing quality standards.



Because this requirement is due to regulations established by HUD, the City of Killeen First Time Homebuyer Assistance Program may assist with some items<sup>14</sup> on case by case, thus bringing the home/property up to established property standards which are set by the **Community Development Division Housing Guideline**<sup>15</sup>. These standards ensure a safe, structurally sound, decent and healthy environment for all inhabitants of the home. Previously conducted independent home inspections are not accepted.

4. All mortgage lender required repairs [identified during the lender's appraisal inspection] must be completed at the seller's expense, before the buyer(s) can purchase the house. HAP will not make any lender required repairs nor will it allow the buyer to pay for those repairs identified by the lender's appraisal.

Lets discuss **entering into a contract** and meeting specific conditions and provisions of the City of Killeen First Time Homebuyer Assistance Program.

This purchase contract is a negotiable agreement between the buyer and seller, committing each party to specific duties with regard to the purchase and sale of the property. Because HAP is federally funded, specific conditions must be included in the purchase agreement. In order to meet program requirements, each contract must list the following items in the **special provisions** section:

1. **"This contract is subject to the City of Killeen First Time Homebuyer Assistance Program"**
2. **"Seller agrees to pay for lender required repairs, in an amount no to exceed 5% of the Sales Price."**
3. **"A one (1) year Residential Service Contract (Home Warranty) will be purchased by seller."**
4. **"If seller does not agree to pay for repairs required to bring home up to code, the seller agrees to return earnest money to buyer. (Option period will null this provision) "**

***Additionally...***

*The Contract must be properly endorsed by all parties to the sale with any changes dated and initialed. And..*

*The City of Killeen Home Investment Partnership Program **NOTICE TO REAL PROPERTY OWNER/SELLER** form **must be signed**, with an original signature from the owners/sellers, **and be forwarded to the Community Development Division office.** (The document is available through the City of Killeen Community Development Division office and the First Time Homebuyer web site.)*

A copy of the purchase contract and the Notice to Real Property Owner/Seller form should be sent to the Community Development Division office for review and approval as soon as possible.

***Purchase contracts dated prior to the HAP allocation letter date will need to be changed/adjusted to reflect a date equal to or later than the HAP allocation letter date.***

Once the contract and its provisions are agreed upon by both the buyer and seller, the buyer should take immediate action to have the home inspected [generally, this should be done within ten(10) calendar days from which the contract was accepted by the buyer and seller]. Buyer should inform the City of Killeen Community Development office so that the Housing Specialist can perform his inspection at the same time.

<sup>14</sup> The City of Killeen will not repair or replace an appliance that is not permanently attached to or a part of the housing unit. (i.e. , refrigerator, range/oven, microwave, swimming pools, hot tubs, accessory structures, or items considered luxury items, etc.)

<sup>15</sup> The HOME Program Housing Guideline sets the minimum acceptable standard for existing dwellings.

Once the inspection is complete, a copy of the report must be forwarded to the Community Development Division office for review and determination of repair actions necessary to bring the home to current property standards. At this time the Community Development Division office will prepare a letter for the buyer's agent regarding the necessary repairs that the seller must make to the house. If the seller refuses to make such repairs then the seller shall return earnest money to the buyer and the buyer must search for another house.

*If any amount is allocated for repair actions identified on the home inspection is in addition to those funds allocated for purchase [down payment, closing costs, and gap financing] assistance. The increase in the amount of funds may also increase the length of the affordability period. The buyer will be notified, by the Community Development Division staff, of the number of years required for the affordability period [number of years to occupy the home] as associated with the total amount of HOME funds expected to be expensed; Either 5 years or 10 years. The buyer will then sign the HAP F-6 "Affordability Period Acceptance Agreement" form and staff will proceed with authorization of the necessary repair. In the event the buyer does not want to commit to the required affordability period, the HAP funds will be relinquished and the buyer's application will be closed.*

HAP requires that a copy of the lender's Appraisal report be forwarded to the Community Development Division office. Once the appraisal report and the affordability acceptance form is received, Staff will take action to arrange for the repair of those items identified as "in need of repair" from the home inspection report.

***THIS IS A GOOD TIME TO START LOOKING FOR HOMEBUYER'S INSURANCE. YOU MAY WANT TO START WITH THE COMPANY AND AGENT CURRENTLY CARRYING YOUR AUTO INSURANCE.***

## ***Can we schedule the closing yet?...***

***Please do not give notice of your move to your current landlord until you are sure of your closing date. HAP suggests that you plan for a minimum of 12 weeks between the time you are approved for HAP and the time that you actually close on the mortgage loan (contingent upon inspections and repair actions).***

### **REPAIRS COMPLETED AND SCHEDULING CLOSING...**

HAP requires that all mortgage lender required repairs [identified on the appraisal report] be completed prior to scheduling the loan closing AND all HAP repairs [identified in the home inspection] and LEAD SAFE HOUSING ACTIONS [as applicable] listed in numbers 1 and 2 above, be completed after loan closing.



### **PREPARING FOR CLOSING**

A minimum of 5 days in advance from the scheduled closing date, the mortgage lender will need to forward, the preliminary HUD-1 document and an updated [as applicable] HAP F-2 form, to the Community Development Division office. Once received, and approved, the Community Development Division office will issue a Final Funding Approval Letter to the Lender, the Real Estate Agent, and the Buyer.

The Community Development Staff will prepare the HAP DEED of TRUST and PROMISSORY NOTE, and the purchase assistance funds will be requested from the City of Killeen Finance Department.

The Community Development Staff will attend the closing. The HAP Purchase Assistance funds (check) will be presented to the closing agent on behalf of the buyer(s). The buyer(s) will sign the HAP Deed of Trust and Promissory Note, and all other documents required for the mortgage loan and legal transfer of the property to the buyer(s) name(s).

After all of the documents are signed, the HOME Program staff will forward the Deed of Trust to Bell County, Clerk's Office. The Deed of Trust will be filed and officially recorded in the county records. As soon as the recorded documents are received from the Bell County Clerk's Office, the HOME Program staff will forward a copy to the buyer(s).

## *Meeting HAP final requirements...*

### **POST PURCHASE EDUCATION REQUIREMENT**

Home buyers assisted through HAP must attend a post purchase education class within 90 days of the purchase. The buyer(s) will receive notice of the available class dates at the time of closing.

### **PARTICIPATION ON THE ANNUAL VERIFICATION OF RESIDENCY**

All homebuyers must confirm their occupancy in the assisted home annually during the month of June. The Community Development Division office will send a letter explaining your requirement to participate and request that you fill in the compliance card and return it to the office by a specified date. The office will offer you a "2<sup>nd</sup> notice" and a chance to complete the compliance card by a later specified date. In the event that you do not respond to either notice, additional compliance actions [identified in the deed of trust and promissory note] will begin.

***Failure to comply with the annual verification of residency will result in repayment of the entire amount of HAP assistance.***

**APPEALS CONCERNING THE ELIGIBILITY DECISION** are required to be in written form with a cover letter requesting "Reconsideration of Eligibility" and contain a minimum of three (3) additional items of proof<sup>16</sup> substantiating the reason the application packet should be reconsidered.

The appeal is required to be forwarded by U.S. Mail to:

**Director of Community Development - HOME Program - HAP Appeal  
City of Killeen  
P.O. Box 1329  
Killeen, TX 76540-1329**

The Director will have five (5) business days from receipt, to reply to the appeal. Applicants will be notified by mail of the final decision.

<sup>16</sup> The items submitted must not be of the same nature as submitted in the Application Package





City of Killeen, Texas

**Community Development Division**

# Housing Guideline

## FORWARD

The purpose of the Housing Guideline is to provide basic housing standards deemed essential for the safe and healthful living. The Housing Guideline provides the minimum property standards of any residential structure within the City of Killeen that is assisted by the funding provided by the U.S. Department of Housing and Urban Development.

The provisions of the Housing Guideline, in collaboration with the City of Killeen Community Development Division, shall apply to all existing residential structures and premises thereof, constituting minimum property standards for premises, structures, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance.

The Housing Guideline does not replace or modify additional standards otherwise established for construction, replacement, repairs, alterations, or additions to existing buildings; which is governed by the adopted Codes and/or Ordinances of the City of Killeen.

This Housing Guideline is published and maintained by the City of Killeen Community Development Division and is recognized as the Property Maintenance Code of the City of Killeen Community Development Division's federally funding housing activities. Repairs, additions, or alterations to a structure or changes of occupancy, shall be done in accordance with the procedures and provisions of the approved and adopted Building Codes and Ordinances of the City of Killeen.

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# **CHAPTER 1      ADMINISTRATION**

## **SECTION 101 GENERAL**

### **101.1 Title.**

These regulations shall be known as the Property Maintenance Code of City of Killeen Community Development Division and its federally funded housing programs, hereinafter referred to as “this code.”

### **101.2 Scope.**

The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

### **101.3 Intent.**

This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare so far as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

### **101.4 Severability.**

If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

## **SECTION 102 APPLICABILITY**

### **102.1 General.**

The provisions of this code shall apply to all matters affecting or relating to structures and premises, as set forth in Section 101. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

### **102.2 Maintenance.**

Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this section to be removed, shut off from or discontinued from any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner’s designated agent shall be responsible for the maintenance of buildings, structures and premises.

### **102.3 Application of other codes.**

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Codes and Ordinances as adopted by the City of Killeen.

### **102.4 Existing remedies.**

The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and unsanitary.

#### 102.5 Workmanship.

Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's installation instructions.

#### 102.6 Historic buildings.

The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.

#### 102.7 Referenced codes and standards.

The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

#### 102.8 Requirements not covered by code.

Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

## CHAPTER 2 DEFINITIONS

### SECTION 202 GENERAL DEFINITIONS

**APPLICABLE GOVERNING JURISDICTION** – a city, county, state, state agency or other political government subdivision or entity authorized to administer and enforce the provisions of this Guideline, as adopted or amended.

**APPROVED.** Approved by the inspecting official.

**BASEMENT.** That portion of a building which is partly or completely below grade.

**BATHROOM.** A room containing plumbing fixtures including a bathtub or shower.

**BEDROOM.** Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

**CODE OFFICIAL.** The officer of the City of Killeen and/or Community Development Division, who is charged with the administration and enforcement of this code, or any duly authorized representative.

**CONDEMN.** To adjudge unfit for occupancy.

**DWELLING UNIT.** A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

**EASEMENT.** That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above a said lot or lots.

**EXTERIOR PROPERTY.** The open space on the premises and on adjoining property under the control of owners or operators of such premises.

**EXTERMINATION.** The control and elimination of insects, rats or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, trapping or by any other approved pest elimination methods.

**GARBAGE.** The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

**GUARD.** A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

**FAMILY** - one or more persons living together, whether related by blood, marriage or adoption, and having common housekeeping facilities.

**HABITABLE SPACE.** Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

**HOUSEKEEPING UNIT.** A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking, and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

**IMMINENT DANGER.** A condition which could cause serious or life-threatening injury or death at any time.

**INFESTATION.** The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.

**INOPERABLE MOTOR VEHICLE.** A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

**LABELED.** Devices, equipment, appliances, or materials to which has been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and by whose label the manufacturer attests to compliance with applicable nationally recognized standards.

**LET FOR OCCUPANCY OR LET.** To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

**OCCUPANCY.** The purpose for which a building or portion thereof is utilized or occupied.

**OCCUPANT.** Any individual living or sleeping in a building, or having possession of a space within a building.

**OPENABLE AREA.** That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

**OPERATOR.** Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

**OWNER.** Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

**PERSON.** An individual, corporation, partnership or any other group acting as a unit.

**PREMISES.** A lot, plot or parcel of land, easement or public way, including any structures thereon.

**PUBLIC WAY.** Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

**REQUIRED.** Required by some provision of this GUIDELINE.

**REQUIRED PERMIT.** Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure; or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system; the installation of which is regulated by this code, or to install accessory structures, or to cause any such work to be done, shall first make application to the building official for a permit, shall comply with applicable state and local rules and regulations concerning licensing and registration, and obtain the required permit."

**ROOMING HOUSE.** A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

**ROOMING UNIT.** Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

**RUBBISH.** Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

**SLEEPING UNIT.** A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

**STRICT LIABILITY OFFENSE.** An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

**STRUCTURE.** That which is built or constructed or a portion thereof.

**TENANT.** A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

**TOILET ROOM.** A room containing a water closet or urinal but not a bathtub or shower.

**VENTILATION.** The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

**WORKMANLIKE.** Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

**YARD.** An open space on the same lot with a structure.



## **CHAPTER 3 - GENERAL REQUIREMENTS**

### **SECTION 301 GENERAL**

#### **301.1 Scope.**

The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

#### **301.2 Responsibility.**

The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

#### **301.3 Vacant Structures and Land.**

All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

### **SECTION 302 EXTERIOR PROPERTY AREAS**

#### **302.1 Sanitation.**

All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

#### **302.2 Grading and Drainage.**

All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

#### **302.3 Sidewalks and Driveways.**

All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

#### **302.4 Weeds.**

All premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches or local code. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

#### **302.5 Rodent Harborage.**

All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.

#### 302.6 Exhaust Vents.

Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

#### 302.7 Accessory Structures.

All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

#### 302.8 Motor Vehicles.

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

#### 302.9 Defacement of Property.

No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

### SECTION 303

#### SWIMMING POOLS, SPAS AND HOT TUBS

##### 303.1 Maintenance

At no time shall any amount of funds, from the City's First Time Homebuyer Assistance Program, provide for the maintenance, repair, renovation, and other prescribed requisites, as required by local code and or ordinance, necessary to maintain a clean and sanitary condition of a swimming pool, spa, or hot tubs

##### 303.22 Swimming Pools.

Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

##### 303.3 Enclosures.

Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

### SECTION 304

#### EXTERIOR STRUCTURE

##### 304.1 General.

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.



#### 304.2 Protective Treatment.

All Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

#### 304.3 Premises Identification.

Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).

#### 304.4 Structural Members.

All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

#### 304.5 Foundation Walls.

All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

#### 304.6 Exterior Walls.

All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

#### 304.7 Roofs and Drainage.

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

#### 304.8 Decorative Features.

All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

#### 304.9 Overhang Extensions.

All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

#### 304.10 Stairways, Decks, Porches and Balconies.

Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

#### 304.11 Chimneys and Towers.

All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

#### 304.12 Handrails and Guards.

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

#### 304.13 Window, Skylight and Door Frames.

Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

##### 304.13.1 Glazing.

All glazing materials shall be maintained free from cracks and holes.

##### 304.13.2 Operable Windows.

Every window, other than a fixed window, shall be easy to open and capable of being held in position by window hardware.

#### 304.14 Insect Screens.

Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

#### 304.15 Doors.

All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

#### 304.16 Basement Hatchways.

Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

#### 304.17 Guards for Basement Windows

Every basement window that is operable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

#### 304.18 Building Security

Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

##### 304.18.1 Doors

Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a lock throw of not less than 1 inch (25mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

##### 304.18.2 Windows

Operable windows located in whole or in part within 6 feet (1828mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

##### 304-18.3 Basement Hatchways

Basement hatchways that provide access to a dwelling unit, rooming unit or a housekeeping unit that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.



## **SECTION 305**

### **INTERIOR STRUCTURE**

#### **305.1 General.**

The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

#### **305.2 Structural Members.**

All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

#### **305.3 Interior Surfaces.**

All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

#### **305.4 Stairs and Walking Surfaces.**

Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

#### **305.5 Handrails and Guards.**

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

#### **305.6 Interior Doors.**

Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

## **SECTION 306**

### **HANDRAILS AND GUARDRAILS**

#### **306.1 General.**

Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall not be less than 30 inches (762 mm) high or more than 42 inches (1067 mm) high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 30 inches (762 mm) high above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: Guards shall not be required where exempted by the adopted building code.

## **SECTION 307**

### **RUBBISH AND GARBAGE**

#### **307.1 Accumulation of Rubbish or Garbage.**

All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

#### **307.2 Disposal of Rubbish.**

Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

### 307.2 Rubbish Storage Facilities

The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

#### 307.2.2 Refrigerators

Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors.

### 307.3 Disposal of Garbage

Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

#### 307.3.1 Garbage Facilities

The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leak proof, covered, outside garbage container.

#### 307.3.2 Containers

The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leak proof containers with close fitting covers for the storage of such materials until removed from the premises for disposal.

## **SECTION 308 EXTERMINATION**

### 308.1 Infestation.

All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

### 308.2 Owner.

The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

### 308.3 Single Occupant.

The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for extermination on the premises.

### 308.4 Multiple Occupancy.

The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a non-residential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant shall be responsible for extermination.

### 308.5 Occupant.

The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure. Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for extermination.

## **CHAPTER 4 -LIGHT, VENTILATION, AND OCCUPANCY LIMITATIONS**

### **SECTION 401 GENERAL**

#### 401.1 Scope.

The provisions of this chapter shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.

#### 401.2 Responsibility.

The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant, or permit another person to occupy, any premises that do not comply with the requirements of this chapter.

#### 401.3 Alternative Devices.

In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the International Building Code shall be permitted.

## SECTION 402 LIGHT

#### 402.1 Habitable Spaces.

Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Whenever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m<sup>2</sup>). The exterior glazing area shall be based on the total floor area being served.

#### 402.2 Common Halls and Stairways.

Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m<sup>2</sup>) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 foot candle (11 lux) at floors, landings and treads.

#### 402.3 Other Spaces

All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

## SECTION 403 VENTILATION

#### 403.1 Habitable Spaces

Every habitable space shall have at least one operable/easy to open window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall not be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m<sup>2</sup>). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

#### 403.2 Bathrooms and Toilet Rooms.

Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be re-circulated.

#### 403.3 Cooking Facilities.

Unless approved through the certificate of occupancy, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the rooming unit or dormitory unit.

Exceptions:

1. Where specifically approved in writing by the code official.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

#### 403.4 Process Ventilation.

Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be re-circulated to any space.

#### 403.5 Clothes Dryer Exhaust.

Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted in accordance with the manufacturer's instructions.

### SECTION 404 OCCUPANCY LIMITATIONS

#### 404.1 Privacy.

Dwelling units, hotel units, housekeeping units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

#### 404.2 Minimum Room Widths.

A habitable room, other than a kitchen, shall not be less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less than 3 feet (914 mm) between counter-fronts and appliances or counter-fronts and walls.

#### 404.3 Minimum Ceiling Heights.

Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not more than 6 inches (152 mm) below the required ceiling height.
2. Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height of not less than 6 feet 8 inches (2033 mm) with not less than 6 feet 4 inches (1932 mm) of clear height under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of 5 feet (1524 mm) or more shall be included.

#### 404.4 Bedroom and living room requirements.

Every bedroom and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

#### 404.4.1 Room Area

Every living room shall contain at least 120 square feet (11.2 m<sup>2</sup>) and every bedroom shall contain at least 70 square feet (6.5 m<sup>2</sup>)

#### 404.4.2 Access from Bedrooms.

Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.

Exception: Units that contain fewer than two bedrooms.

#### 404.4.3 Water Closet Accessibility.

Every bedroom shall have access to at least one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to at least one water closet and lavatory located in the same story as the bedroom or an adjacent story.

#### 404.4.4 Prohibited Occupancy.

Kitchens and non-habitable spaces shall not be used for sleeping purposes.

#### 404.4.5 Other Requirements.

Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light, ventilation, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

#### 404.5 Overcrowding.

The number of persons occupying a dwelling unit shall not create conditions that, in the opinion of the code official, endanger the life, health, safety or welfare of the occupants.

#### 404.6 Efficient Unit

Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than two occupants shall have a clear floor area of not less than 220 square feet (20.2 m<sup>2</sup>). A unit occupied by three occupants shall have a clear floor area of not less than 320 square feet (29.7 m<sup>2</sup>). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches (762 mm) in front. Light and ventilation conforming to this code shall be provided.
3. The unit shall be provided with a separate bathroom containing a water closet, lavatory, and bathtub or shower.
4. The maximum number of occupants shall be three.

#### 404.7 Food Preparation

All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve food in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

## CHAPTER 5— PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

### SECTION 501

#### GENERAL

##### 501.1 Scope

The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

##### 501.2 Responsibility

The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy

Any structure or premises which does not comply with the requirements of this chapter.

## **SECTION 502 REQUIRED FACILITIES**

### **502.1 Dwelling Units**

Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet, and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for a required lavatory.

### **502.2 Rooming Houses**

At least one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.

### **502.3 Hotels**

Where private water closets, lavatories and baths are not provided, one water closet, one lavatory, and one bathtub or shower having access from a public hallway shall be provided for each ten occupants.

### **502.4 Employees' Facilities**

A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

#### **502.4.1 Drinking Facilities**

Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.

## **SECTION 503 TOILET ROOMS**

### **503.1 Privacy**

Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.

### **503.2 Location**

Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units or housekeeping units, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

### **503.3 Location of Employee Toilet Facilities**

Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

### **503.4 Floor surface.**

In other than dwelling units, every toilet room floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

## **SECTION 504 WATER SYSTEM**



#### 504.1 General

All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects, and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

#### 504.2 Fixture Clearances

Plumbing fixtures shall have adequate clearances for usage and cleaning.

#### 504.3 Plumbing System Hazards

Where it is found that plumbing system in a structure constitutes a hazards to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, back siphon, improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

### **SECTION 505 WATER SYSTEM**

#### 505.1 General

Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.

#### 505.2 Contamination

The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

#### 505.3 Supply

The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

#### 505.4 Water Heating Facilities

Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110°F (43°C). A gas burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combusting air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

### **SECTION 506 SANITARY DARIANGE SYSTEM**

#### 506.1 General

All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

#### 506.2 Maintenance.

Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.



## **SECTION 507 STORM DRAINAGE**

### **507.1 General**

Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

## **CHAPTER 6 - MECHANICAL AND ELECTRICAL REQUIREMENTS**

### **SECTION 601 GENERAL**

#### **601.1 Scope**

The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

#### **601.2 Responsibility**

The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises which does not comply with the requirements of this chapter.

### **SECTION 602 HEATING FACILITIES**

#### **602.1 Facilities Required**

Heating facilities shall be provided in structures as required by this section.

#### **602.2 Residential Occupancies**

Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the International Plumbing Code. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

#### **602.3 Heat Supply**

Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature of the locality, maintenance of the minimum room temperature shall not be required, provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the Internal Plumbing Code.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

#### **602.4 Occupiable Work Spaces**

Indoor occupiable work spaces shall be supplied with heat to maintain a temperature of not less than 65°F (18°C) during the period the space is occupied.

Exceptions:

1. Processing, storage and operation areas that are required cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.



### 602.5 Room Temperature Measurement

The required room temperature shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

## SECTION 603

### MECHANICAL EQUIPMENT

#### 603.1 Mechanical Appliances

All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

#### 603.2 Removal of Combustion Products

All fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

Exception: Fuel-burning equipment and appliances which are labeled for unvented operation.

#### 603.3 Clearances

All required clearances to combustible materials shall be maintained.

#### 603.4 Safety Controls

All safety controls for fuel-burning equipment shall be maintained in effective operation.

#### 603.5 Combustion Air

A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

#### 603.6 Energy Conservation Devices

Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping there from, shall not be installed unless labeled for such purpose and the installation is specifically approved.

## SECTION 605

### ELECTRICAL FACILITIES

#### 604.1 Facilities Required

Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

#### 604.2 Service

The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the ICC Electrical Code. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 60 amperes.

#### 604.3 Electrical System Hazards

Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

## SECTION 605

### ELECTRICAL EQUIPMENT

#### 605.1 Installation

All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

### 605.2 Receptacles

Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection.

### 605.3 Luminaries

Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one electric luminaire.

## SECTION 606

### ELEVATORS, ESCALATORS AND DUMBWAITERS

#### 606.1 General

Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certification of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, or the certificate shall be available for public inspection in the office of the building operator. The inspection and tests shall be performed at not less than the periodical intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

#### 606.2 Elevators

In buildings equipped with passenger elevators, at least one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Building equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

## SECTION 607

### DUCT SYSTEM

#### 607.1 General

Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

## CHAPTER 7 –FIRE SAFETY REQUIREMENTS

### SECTION 701

#### GENERAL

#### 701.1 Scope

The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

#### 701.2 Responsibility

The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

### SECTION 702

#### MEANS OF EGRESS

#### 702.1 General

A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the International Fire Code.

#### 702.2 Aisles

The required width of aisles in accordance with the International Fire Code shall be unobstructed.

### 702.3 Locked Doors

All means of egress doors shall be readily operable and easy to open from the side from which the egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the International building Code.

### 702.4 Emergency Escape Openings

Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

## SECTION 703

### FIRE RESISTANCE RATINGS

#### 703.1 Fire-Resistance Rated Assemblies

The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

#### 703.2 Opening Protective

Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

## SECTION 704

### FIRE PROTECTION SYSTEMS

#### 704.1 General

All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the International Fire Code.

#### 704.2 Smoke alarms.

Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice or the adjacent lower level provided that the lower level is less than one full story below the upper level. Single or multiple-station smoke alarms shall be installed in other groups in accordance with the International Fire Code.

#### 704.3 Power source.

In Group R occupancies and in dwellings not regulated as Group R occupancies, single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for over current protection.

Exception: Smoke alarms are permitted to be solely battery operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes

...exposing the structure, unless there is an attic, crawl space or basement available which could provide access for building wiring without the removal of interior finishes.

#### 704.4 Interconnection

Where more than one smoke alarm is required to be installed within an individual dwelling unit in Group R-2, R-3, R-4 and in dwellings not regulated as Group R occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings which are not undergoing alterations, repairs, or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for interconnection without the removal of interior finishes.

## LEAD SAFE HOUSING

The Lead Safe Housing Rule applies to all target housing that is federally owned and target housing receiving Federal assistance.

Specific requirements depend on whether the housing is being disposed of or assisted by the federal government, and also on the type and amount of financial assistance, the age of the structure, and whether the dwelling is rental or owner-occupied. You can consult the [summary of requirements](#) for specific information or you can view which [HUD Assisted Housing Programs](#) are affected by the Lead Safe Housing Rule.

#### 101 Purpose and Applicability

The following Lead-based paint reduction requirement is mandated by Congress and published in the Federal Register on September 15, 1999, effective on September 15, 2000. The purpose of this section is to implement the reduction of lead-based paint hazards in federally owned residential property and housing receiving federal assistance through the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of the Housing and Community Development Act of 1992) Pub. L. 101-550; 106 Stat. 3897; 42 U.S.C. 4851 et seq.), which amended the Lead-Based Paint Poisoning Prevention Act (Pub. L. 91-695; 84 Stat. 2078; 42 U.S.C. 4801 et seq.) HUD published the Lead Safe Housing Regulation implementing Section 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35). The requirements of this section do not apply to housing built since January 1, 1978, 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for elderly. The requirements of subpart J, K, L and M of 24 CFR part 35 apply to all units constructed prior to 1978.

#### 102 Definitions

**Abatement** is a process to permanently (20 years or more) control a lead hazard to limit exposure to harmful levels of lead to include component replacement, paint removal, encapsulation, or permanently covering bare lead-contaminated soil.

**Chewable Surface**— Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

**Clearance Testing** is a process to determine whether the housing unit is free of hazardous levels of leaded dust and to ensure that the unit may be occupied/reoccupied after the hazard control action has been completed and has any hazardous levels of leaded dust remaining.

**Component** - An element of a residential structure identified by type and location, such as, a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.

**Defective paint surface-** A surface on which the paint is cracking, scaling, chipping, peeling, or loose.

**Dust testing** is a procedure used to measure the amount of leaded dust on horizontal surfaces (floor or window-sill).

**Elevated Blood Lead Level (EBL)** Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or blood lead levels of 15-19 ug/dl in two consecutive tests 3-4 months apart.

**Encapsulants** are products designed to coat and seal surfaces covered or coated with lead-based paint to prevent exposure to lead.

**Essential Maintenance Practices** are a set of low cost measures intended to reduce the chance that lead hazards will develop, avoid the inadvertent creation of hazards, and ensure prompt, safe, and effective repair of deteriorating paint. These practices are a set of measures designed for pre-1978 rental properties that may contain lead-based paint.

**HEPA** –A high efficiency particle accumulator as used in lead abatement vacuum cleaners.

**Lead-Based Paint:** Paint or other surface coatings that contain lead equal to or exceeding 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight.

**Lead-Based Paint Hazards:** Any condition that causes exposure to lead from dust-lead hazards, soil-lead hazards, or lead-based paint that is deteriorated or present in chewable surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects.

**Visual Assessment:** A visual inspection of interior and exterior surfaces to identify specific conditions that may be lead-based paint hazards. A visual inspection does not identify lead-based paint. The assessment may be performed by a person trained in visual assessment.

## LEAD HAZARD EVALUATION

**Paint Testing:** Testing of specific surfaces, by XRF (x-ray fluorescence) or lab analysis, to determine the lead content of these surfaces, performed by a certified risk assessor.

**Lead-Based Paint Inspection:** A surface-by-surface investigation to determine the presence of lead-based paint and the provision of a report explaining the results of the investigation. It is performed by a certified paint inspector or risk assessor.

**Risk Assessment:** A comprehensive evaluation for lead-based paint hazards that includes paint testing, dust and soil sampling, and a visual evaluation. The risk assessment report identifies lead hazards and appropriate lead hazard reduction methods. A certified risk assessor must conduct the assessment.

**Lead Hazard Screen:** A limited risk assessment activity that can be performed instead of a risk assessment in units that meet certain criteria (e.g. good condition). The screen must be performed by a certified risk assessor. If the unit fails the lead hazard screen, a full risk assessment must be performed.

**Clearance Examination:** Clearance is performed after hazard reduction, rehabilitation or maintenance activities to determine if a unit is safe for occupancy. It involves a visual assessment, analysis of dust samples, and preparation of report. The certified risk assessor, paint inspector, or lead sampling technician (called a clearance technician in the HUD regulation) performing clearance must be independent from the entity/individual conducting paint stabilization or hazard reduction.

**Renovation** is the modification of any existing structure, or portion thereof, that results in disturbance of painted surfaces, unless the activity is performed as part of an abatement including the removal or modification of painted surfaces or painted components (such as modification of painted components or surface preparation activity that

may generate dust); the removal of large structures (walls, ceiling, large surface re-plastering or major re-plumbing); and window replacement.

### **103 Requirements for Pre-1978 Units with Children under 6.**

If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph 106 of this section.

**103.1** The governing jurisdiction may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 102 of this section. For purposes of this section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

**103.2** Treatment of defective paint surfaces required under this section must be completed within 30 calendar days of notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph 106 of this section may be delayed for a reasonable time.

**103.2.1** The requirements of section 106 apply to:

- (A) All painted interior surfaces within the unit (including ceilings but excluding furniture);
- (B) The entrance, hallway stairs and common areas providing access to a unit in a multi-unit building; and
- (C) Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors)

**104 Additional Requirements for Pre-1978 Units with Children under 6 with an EBL** In addition to the requirements of paragraph 105 of this section, for a dwelling unit constructed before 1978 that is occupied by an individual, family or household with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.

**104.1** Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph 106 of this section is required, and treatment shall be completed within the time limits in paragraph 103 of this section.

**104.1.1** The requirements in paragraph 106 of this section apply to all protruding painted surfaces:

- (A) Within the unit;
- (B) The entrance and hallway providing access to a unit in a multi-unit building; and
- (C) Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

### **105 Treatment of Chewable Surfaces Without Testing.**

In lieu of the procedures set forth in paragraph 103 of this section, the governing jurisdiction may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph 106 of this section.

### **106 Treatment Methods and Requirements.**

Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:



**106.1** A defective paint surface shall be treated if the total area of defective paint on a component is:

- (A) More than 10 square feet on an exterior wall;
- (B) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls; or
- (C) More than 10 percent of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.

**106.2** Acceptable methods of treatment are: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro-blasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joints and edges sealed and caulked as needed to prevent the escape of lead contaminated dust.

**106.3** Prohibited methods of removal are: open flame burning or torching; machine sanding or grinding without a HEPA exhaust; uncontained hydro-blasting or high pressure wash; and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.

**106.4** During exterior treatment soil and playground equipment must be protected from contamination.

**106.5** All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.

**106.6** Waste and debris must be disposed of in accordance with all applicable Federal, state and local laws.

#### **107 Tenant Protection. (as applicable)**

The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

#### **108 Owner Information Responsibilities.**

Prior to execution of the contract, the owner must inform the governing jurisdiction and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.

#### **109 Governing Jurisdiction Data Collection and Record Keeping Responsibilities (as applicable)**

**109.1** The governing jurisdiction must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the governing jurisdiction must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint the HA must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this section, the family must be issued a certificate or voucher to move.

**109.2** The governing jurisdiction must keep a copy of each inspection report for at least three years. (as applicable) If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the governing jurisdiction must keep the test results indefinitely and, if applicable, the owner certification of treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces in the units have been treated. If records establish that certain chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this section, such chewable surfaces do not have to be tested or treated at any subsequent time.







City of Killeen, Texas

## Community Development Division

### QUICK START checklist

Attend homebuyer education class and obtain HAP manual and application.

Use a HAP approved Mortgage Lender who will determine how much "buying power" you have and how much money you can borrow to purchase your home with.

Use a HAP Certified Real Estate Agent - a Real Estate Professional [real estate broker/agent] to help you find a home within your approved loan amount.

Turn in your HAP Application - Schedule the appointment to turn in your application packet; ensure you have all of the required documents ready and in "package" form when submitting the HAP application.

WAIT until you have received the HAP eligibility letter, then....

Prepare to make an offer on purchasing the home you want to buy – Get home owner's insurance quotes and information. Forward the completed executed contract to the Community Development office.

Confirm the necessary inspections:

**Home Inspection**, required to ensure that the home is safe, structurally sound, and a healthy environment for you and your family. Conducted by a licensed independent home inspector. Determines what repairs, if any, need to be made to the home<sup>17</sup>. Most inspections will have to be paid for at the time the inspection is performed, prepare to have payment ready for the inspector. A re-inspection will be made by the home inspector to confirm that all repairs have been completed. Repairs will be paid at the expense of the seller.

City of Killeen Code Compliance Inspection performed by Housing Specialist who will check for repairs that are required in order for the home to comply with the International Property Maintenance Code adopted by the City of Killeen.

**Lead Based Paint Inspection**, applicable to all homes built prior to 1978; Conducted by a State licensed inspector - Determines the presence of lead in various components of the home. Abatement, Reduction/Stabilization, and Clearance testing to be conducted on all homes with unacceptable levels of lead, achieving a cure life of 20 years or longer.

Schedule and prepare for closing – Lender provides notice 5 business days in advance – provides HUD-1 document to obtain HAP purchase assistance funds. Buyers will need to schedule time off of work or arrange for child care being sure to allow for plenty of time to read through ALL of the documents you will be signing.

Required repairs are completed - Buyer can move into the property.

Attend Post Purchase Education requirement.

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<sup>17</sup> The home inspection is required under the HAP Program







City of Killeen, Texas

## Community Development Division

# First Time Homebuyer Assistance Program **APPLICATION FORMS**

WARNING: Title 18 U.S Code §1001 states that a person is guilty of a FELONY for knowingly and willingly making a false or fraudulent statement to any Department or Agency of the United States. State Law may also provide penalties for false or fraudulent statements.



## **THE APPLICATION PACKET and REQUIRED DOCUMENTS**

The following is the complete list of application forms and required documents that make up the **formal application**. Please place the forms and documents in order listed below.

Form/Document Responsibility	Form and /or Document Description
Applicant's Responsibility  FORMS attached in this manual	<b>1. HAP FORMS F-1 through F-5</b> These documents must be Originals, completed and signed by the buyer(s) <b>F1 –HAP APPLICATION</b> - Original , completed and signed by the homebuyer(s) <b>F2 –HAP FUNDS REQUEST</b> –Original, completed <b>F3 –HAP HOUSEHOLD INCOME DISCLOSURE AND CERTIFICATION</b> - Original, completed, and signed <b>F4– HAP PROGRAM INFORMATION AND COMPLIANCE DISCLOSURE</b> Original, completed, and signed <b>F5 –HAP AUTHORIZATION OF RELEASE OF INFORMATION</b> –Original, Signed by the homebuyer(s)
Applicant's Responsibility	<b>2. Applicant Household Identification—Copy of Drivers License or State ID and Social Security Card for ALL Adult members of the household</b>
	<b>3. City of Killeen Certificate of Attendance from the homebuyer pre-purchase class.</b> Certificate is valid for one year from the date of attendance.
Obtain copy from Mortgage Lender/Loan officer	<b>4. Copy of the Mortgage Analysis Qualifying Worksheet</b>
	<b>5. Copy of the signed Mortgage Loan Application</b>
	<b>6. Copy of Good Faith Estimate</b>
Applicant's Responsibility	<b>7. Copy of filed Federal Income Tax Returns - COPIES ONLY.</b> No original documents will be accepted. <b>A copy of each of the preceding two (2) years filed Income Tax Returns.</b> In the event that an Income Tax Return was not filed, a statement from the IRS, certifying that a return was not filed, will be required. Please contact: 1-800-829-1040 to obtain a copy of the statement or to obtain the missing year tax return(s).
Obtain copy form Mortgage Lender/Loan Officer	<b>8. Copy of Written Verification of Employment.</b> The Lender's verification form with date of confirmation within the last 30 days.
Applicant's Responsibility	<b>9. Copy of three (3) consecutive months of the most recent Pay Stub for each person who receives income. COPIES ONLY.</b> No original documents will be accepted.
Obtain copy from Mortgage Lender/Loan Officer	<b>10. Copy of Written Verification of Deposits for all accounts held by the applicant's household.</b> The Lender's verification with date of confirmation with date of confirmation within the last 30 days
Applicant's Responsibility	<b>11. Copy of Bank Statements –COPIES ONLY.</b> No original documents will be accepted. <b>A copy of the most recent two (2) consecutive months statements for EACH bank account</b>

Once you have all of the forms and documents in the above order, call the Community Development Division office to schedule an appointment to submit your HAP application.

**An Application Packet WILL NOT be accepted without ALL of the required documentation**



APPLICATION PACKET CHECKLIST  
DOCUMENTS REQUIRED for a COMPLETE APPLICATION PACKAGE

- ☐ **F1 - HAP APPLICATION** - Original, completed and signed by the homebuyer(s)
- ☐ **F2 - HAP FUNDS REQUEST** - Original, completed
- ☐ **F3 – HAP HOUSEHOLD INCOME DISCLOSURE AND CERTIFICATION** – Original, completed and signed.
- ☐ **F4 - HAP PROGRAM INFORMATION AND COMPLIANCE DISCLOSURE** - Original, completed and signed.
- ☐ **F5 - HAP AUTHORIZATION OF RELEASE OF INFORMATION** - Original, signed by the homebuyer(s)
- ☐ **F6 – AFFORDABILITY PERIOD ACCEPTANCE AGREEMENT** – Original, signed by the homebuyer(s)
- ☐ **APPLICANT IDENTIFICATION** - COPY of Drivers License or State ID and Social Security card for ALL Adult members of the household
- ☐ **Certificate from City of Killeen Homebuyer Pre-Purchase class.**
- ☐ **Commitment Letter from Mortgage Lender**
- ☐ **Mortgage Analysis Qualifying Worksheet, copy.**
- ☐ **Mortgage Loan application, copy**
- ☐ **Cost Analysis Worksheet, copy**
- ☐ **Filed Income Tax Returns – COPIES ONLY - A copy of each of the preceding two (2) years** filed Income Tax Returns. In the event that an income tax return was not filed, a Verification letter from the IRS, certifying that a return was not filed, will be required. Please contact: 1-800-829-1040 to obtain the verification letter or to obtain the missing year tax return(s).
- ☐ **Verification of Employment (VOE) copy.** A copy from the Mortgage Lender's Verification of Employment with confirmation within the last 30 days.
- ☐ **Most recent pay stubs for each income earner, three (3) consecutive months, copy**
- ☐ **Verification of Deposits (VOD), copy.** The Mortgage Lender's Verification of Deposits with confirmation within the last 30 days.
- ☐ **Bank Statements - Copies of two (2) consecutive months, most recent** statements for EACH Account in HAP buyer(s) name.







**First Time Homebuyer Assistance Program**  
**City of Killeen, Texas**  
**Community Development Division**  
**APPLICANT INFORMATION**

**STAFF USE ONLY**

Annual (gross) income  
\$

%AMI

0-30 30-50 50-60 60-80

Total Household Members#

HUD Income Limits Date:

Applicant						Co-Applicant					
NAME			Head of Household?			NAME			Head of Household?		
			YES NO						YES NO		
Social Security Number						Social Security Number					
CURRENT ADDRESS						CURRENT ADDRESS					
City		State		Zip Code		City		State		Zip Code	
Currently receiving Federally funded housing assistance?			YES NO			Currently receiving Federally funded housing assistance?			YES NO		
If YES, please indicate which type of assistance: (check one)						If YES, please indicate which type of assistance: (check one)					
Public Housing		Housing Choice Voucher/Section 8				Public Housing		Housing Choice Voucher/Section 8			
TELEPHONE				Alternate/Work Telephone		TELEPHONE				Alternate/Work Telephone	
Total Household Members Enter the age and gender of all persons who will live in the home	AGE	AGE	AGE	AGE	AGE	AGE	AGE	AGE	AGE	AGE	AGE
	GENDER	GENDER	GENDER	GENDER	GENDER	GENDER	GENDER	GENDER	GENDER	GENDER	GENDER
Household Type  Please Check all that apply	Single/Non Elderly –a single applicant less than 62 years of age										
	Elderly –1 or 2 person household with one person 62 years of age or older										
	Related Single Parent –a single parent household with dependent child/children under 18 years of age										
	Related Two Parents –a two parent household with dependent child/children under 18 years of age										
	Other - any household, including 2 or more unrelated individuals not included above										
RACE and ETHNICITY INFORMATION											
Head of Households ONLY											
Single Race		YES		NO		Multi-Race		YES		NO	
White						American Indian/Alaskan Native and White					
Black/African American						Asian and White					
Asian						Black/African American and White					
American Indian/Alaskan Native						American Indian/Alaska Native and Black African American					
Native Hawaiian/Other Pacific Islander						Balance/Other					
ETHNICITY Please circle one <b>Hispanic YES NO</b>											
The Ethnicity of a person is considered as Hispanic or Latino, if that person generally identifies themselves as any of the following: Hispanic/Latino group (including-Mexican, Puerto Rican or Cuban) as well as those who indicate that they are "other Spanish, Hispanic or Latino" including Mexican, Puerto Rican, Cuban, Dominican Republic, Central American-Costa Rican, Guatemalan, Honduran, Nicaraguan, Panamanian, Salvadorian, Other Central American, South American-Argentinean, Bolivian, Chilean, Colombian, Ecuadorian, Paraguayan, Peruvian, Uruguayan, Venezuelan, , Other South American, Other Hispanic or Latino-Spaniard, Spanish American, and All other Hispanic or Latino Census 2000											
REAL ESTATE AGENT INFORMATION											
Name of Real Estate Office				Office Telephone							
Real Estate Agent Name				Agent Cell Phone #							
RE Agent Assistant Name				Assistant Telephone							
E-Mail Address				Fax Number							
MORTGAGE LENDER INFORMATION											
Mortgage Company				Loan Processor Name							
Loan Officer Name				Phone # and Fax #							
I certify that the information contained in this application is true and accurate to the best of my knowledge. Falsification of any documents, application or information provided will lead to my termination or participation within the City of Killeen HOME Program and could result in Felony Charges. I understand this is an application for assistance and DOES NOT GUARANTEE FUNDING.											
Applicant Signature				Date		Co-Applicant Signature				Date	

**HAP FORM**

**F1**





[illegible]



Applicant Name		Co-Applicant Name	
Employer Name		Employer Name	
Employer Address		Employer Address	
Employer Phone #:	Employer Fax #:	Date of Hire:	Employer Fax #:
<b>VARIFIABLE HOUSEHOLD INCOME DISCLOSURE AND CERTIFICATION</b> Enter the gross monthly amount for each household member who receives income			
TYPE OF INCOME	APPLICANT	CO-APPLICANT	OTHER HOUSEHOLD MEMBER
EMPLOYMENT			
UNEMPLOYMENT			
SOCIAL SECURITY or SSI or DISABILITY			
RETIREMENT/ PENSION/ SURVIVOR or DEATH BENEFITS			
CHILD SUPPORT/ ALIMONY			
DIVIDENDS/ ANNUITIES/ MUTUAL FUNDS/ INSURANCE POLICIES			
IRA/ 401K/ STOCKS/ BONDS			
TAXABLE INTEREST			
TANF			
WIC MONTHLY AMOUNT			
FOOD STAMP MONTHLY AMOUNT			
OTHER CASH/ RECURRING INCOME or ASSETS HELD			
TOTAL MONTHLY INCOME			
<b>WARNING: Title 18 U.S. Code § 1001 states that a person is guilty of a FELONY for knowingly and willingly making a false or fraudulent statement to a Department or Agency of the United States. State law may also provide penalties for false or fraudulent statements.</b> <b>I certify that the information contained in this application is true and accurate to the best of my knowledge and that falsification of any documents, application or information provided will lead to my termination or participation within the City of Killeen HOME Program and could result in a Felony Offense. I also certify that I have disclosed ALL income received by the persons in my household.</b>			
Applicant Signature	Date:	Staff Use Only	
Co-Applicant Signature	Date:	Staff Use Only	







## PROGRAM INFORMATION DISCLOSURE AND COMPLIANCE AGREEMENT

Staff Initial

Applicant and  
Co- Applicant Initials

	I hereby certify that I have received the City of Killeen First Time Homebuyer Program Information, the <i>HOME Program Housing Guideline</i> , and the pamphlet, "Protect Your Family From Lead in Your Home", Important Lead Hazard Information for Families, Child Care Providers and Schools.	
	I fully understand the minimum cash commitment of this program is \$500, which may be used to pay inspection fees and/or deposited as earnest money with the escrow agent/title company that will process the loan closing.	
	I have read and understand that the length of the affordability period is directly related to the total of purchase assistance funds. The number of years I am required to meet the affordability period will be a minimum of 5 years for fund totals less than \$15,000.	
	I have read and understand the requirement to participate in the HOME Program Annual Verification of Primary Residence, which will confirm that I am occupying the home. I understand that the annual verification will include written verification notice and may include a physical inspection of the property for the duration of the affordability period.	
	I fully understand that I am required to sign a Deed of Trust and Promissory Note, which will place a lien against the property I purchase using the City of Killeen First Time Homebuyer Assistance Program	
	I have read and fully understand that in the event of non-compliance with the affordability period [failure to occupy the house as a primary residence] that I will be responsible for repaying the HAP assistance to the City of Killeen HOME Program and that the payment will be due in full within 30 days of notice from the Community Development Division office.	
	I fully understand the requirement to participate and attend the eight (8) hours of homebuyer education classes – 5 hours prior to application and 3 hours within 90 days of purchasing the home (a reminder letter will be mailed out). In the event of non-compliance with the class requirements, I will be responsible for repaying the HAP assistance to the City of Killeen HOME Program and that the payment will be due in full within 30 days of notice from the Community Development Division office.	

**I understand that I have the right to seek legal counsel regarding clarification of the above statements before affixing my signature below, which confirms my agreement to the City of Killeen First Time Homebuyer Assistance Program and its requirements.**

**I fully understand each of the above statements and my commitment to the City of Killeen Home Investment Partnership (HOME) Program—First Time Homebuyer Assistance Program.**

DATE	APPLICANT SIGNATURE	CD Staff Signature
DATE	CO-APPLICANT SIGNATURE	CD Staff Signature

**HAP FORM**

**F4**





## AUTHORIZATION OF RELEASE OF INFORMATION

NAME <small>Print full legal name</small>	SOCIAL SECURITY NUMBER <small>Enter SS Number</small>	SIGNATURE <small>Sign Only in presence of a Notary Public</small>

**PURPOSE:** Signatures on this Authorization of Release of Information form and the signatures of each member of the household which is 18 years of age or older, authorizes the **City of Killeen Home Investment Partnership (HOME) Program of Killeen, Texas** in conjunction with the **City of Killeen, Texas First Time Homebuyer Assistance Program** to obtain information from a third party relative to the eligibility and continued participation in the City of Killeen, Texas HOME Program-First Time Homebuyer Assistance Program.

**AUTHORIZATION:** I hereby authorize/grant permission of the release of information to the City of Killeen Home Investment Partnership Program and HUD to obtain information about me and my household that is related to eligibility for participation in the HOME Program.

**I/We understand that this Release of Information is valid until revoked in writing.**

**THE STATE OF TEXAS           §**  
**COUNTY OF                   §**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY:


SEAL

\_\_\_\_\_  
Notary Public in and for Texas

**PRIVACY ACT NOTICE STATEMENT:** The Department of Housing and Urban Development (HUD) is requiring the collection of the information derived from this form to determine an applicant's eligibility in the HOME Program and the amount of assistance necessary using HOME funds. This information will be used to establish a level of benefit for the HOME Program; To protect the government's financial interest; and to verify the accuracy of information furnished. It may be released to appropriate Federal, State, and Local Agencies when relevant to civil, criminal or regulatory investigators, and prosecutors. Failure to provide any information may result in a delay or rejection of eligibility or approval. The Department is authorized to ask for this information by the National Affordable Housing Act of 1990.

**HAP FORM           F5**





**City of Killeen First Time Homebuyer Assistance Program**  
**AFFORDABILITY PERIOD ACCEPTANCE AGREEMENT**

I, \_\_\_\_\_, applicant(s) in the City of Killeen First Time Homebuyer Assistance Program, do hereby acknowledge and agree to the length of the imposed affordability period [number of years to occupy the home as my primary residence] in association with the total amount of HOME Program purchase assistance funds paid on my behalf for the purchase of real property described as:

*[physical and legal address of property]*

HOME Program funds to be paid for on my behalf include:

\$ \_\_\_\_\_ of Purchase Assistance Funds  
*(Down payment, Closing Cost, Gap Financing, Deed of Trust recording fee)*

\$ \_\_\_\_\_ Total City of Killeen First Time Homebuyer Assistance Program (HOME Program) funds anticipated to be expensed.

The imposed affordability period is expected to be:

Buyer's Initials	<b>5 years from the date of transfer of the property</b> [closing on the loan] for total HOME Program assistance <b>less than \$15,000</b>	
Acknowledged by my signature below, I authorize the City of Killeen Community Development Division to proceed with purchase assistance funds on the real property identified above.		
DATE	APPLICANT SIGNATURE	CD Staff Signature
DATE	CO-APPLICANT SIGNATURE	CD Staff Signature



